

DEPARTMENT OF ADMINISTRATIVE SERVICES

Milwaukee County



May 1, 2015

Re: Request for Proposal - Milwaukee County Courthouse Planning Program Statement

Summary Statement

The Milwaukee County Department of Administrative Services ("DAS") is requesting a proposal to provide complete and comprehensive programming professional architectural and engineering services for the Milwaukee County Courthouse Facilities Plan 3 (CFP 3.0), based on the following Mission, Vision and Process statement:

Mission

To identify a consolidated, redesigned space for the people working in and served by Milwaukee County Courts; and identify the highest and best use of the Milwaukee County Courthouse.

Vision

1. Reflects a Culture of Quality, Efficiency and Innovation; a culture that is data driven towards continuous improvement, focused on quality, efficiency, meeting and exceeding regulatory, best practice standards and constituent expectations. Technology will be created, implemented, effectively used and disseminated across the continuum of services.
2. Provides a Safe and Secure Environment; an environment that includes modern court security practices, technology and architectural features, to not only protect the safety of the public, employees and property within and around the courts, but also the integrity of the judicial process.
3. Is Fiscally and Environmentally Sustainable; a physical space that will create operational efficiencies that maximize revenues and resources, and minimize overhead and unnecessary expenses.
4. Includes a Healthy Learning Environment; an environment that will create a positive, learning experience and a culture grounded in respectful communication, collaboration, and healthy working relationships. Support of education, inter-professional educational models, and ongoing development of a county workforce will occur in partnership with others.
5. Operates as Part of a Cooperative Regional System; a customer centered system that connects with other regional government systems to provide constituent services to southeastern Wisconsin.

Process

1. Define the parameters of a study of the Courthouse: The Milwaukee County CFP 3.0 Committee working with a selected architectural firm and CBRE will analyze the current physical condition of the Courthouse, the present utilization of space in the Courthouse, code compliance, and adaptability of the Courthouse for other uses.
2. Review Wisconsin Supreme Court Rules and other relevant court facility space and security standards and requirements. Determine whether existing court space and operations conform to standards and requirements.
3. Analyze the appropriateness of the current occupants in the Courthouse: Determine if the mix of occupants in the current Courthouse configuration is appropriate and best use of this iconic County building. If the current occupants or a portion of the occupants in the building are appropriate, does the building support their business needs in the most efficient, safe and effective manner. If it does not, what is needed to accomplish the goal of a safe, modern, cost effective workplace for Milwaukee County?



Section 1 – Proposal Overview

Statement of Work

This proposal request is specific to this RFP to assist Milwaukee County in developing:

- **Programming Court Related Functions**
Developing the program statement for the Court related functions of the Milwaukee County Courthouse, Safety Building and Vel Phillips Juvenile Justice Center
- **Conceptual Fit-Plan Services**
Developing a Conceptual Fit-Plan alternative for the Courthouse utilizing the highest and best use that may include alternative strategies for accommodating County functions.

Project Timetable

May 1, 2015	Issue RFP's
May 18, 2015	Pre-proposal conference and site walk-thru at 1:30 p.m. in Courthouse Room #609 (901 North 9 th St., Milwaukee, WI), with all firms.
June 3, 2015	Consultant proposals due at 2:00 Central Time (six bound + one email or digital copy)
Week of June 14, 2015	Interviews
July 1, 2015	Contract with Consultant.
July 30, 2015	Contract approval
August 3, 2015	Project kick-off.
November 18, 2015	Completion of Court Programming (Court and related functions in the Courthouse, Safety Building and Vel Phillips Juvenile Justice Center
TBD	Completion of Non-Court Related Administrative Services - Conceptual Fit-Plan Programming (Future Services)

Related Work by Others

As part of a Comprehensive Facilities Planning effort, DAS has engaged CBRE as a real estate consultant and planning advisor.

1. CBRE will manage and direct your work on behalf of DAS. CBRE representatives will be present and assist in the interview process.
2. Limited documentation of the existing buildings will be made available by Milwaukee County in PDF format.

Additional Services (Future)

Programming Administrative Services

- Developing the program for the Administrative functions of Milwaukee County that is not related to Courts within the Courthouse, Safety Building, and Marcia Coggs building.
- The scheduling of future work will be based on the successful completion of the initial study and associated funding approvals from Milwaukee County.



Section 1 – Proposal Overview (continued)

RFP Response

The proposal shall conform to Milwaukee County's Proposal Preparation, Submission and Evaluation Guidelines (see Section 3).

- A. Cover:** Include project name, project location, consultant's name, address, telephone number, FAX number, e-mail address, proposal date, etc.
- B. Table of Contents:** Include an identification of the material by section and page number.
- C. Letter of Transmittal:** The name and description of the organization submitting the proposal briefly stating the proposer's understanding of the service to be provided.
- D. Firm's Experience:** Include a list of similar projects that the organization has participated on in the past five (5) years. Attach a separate sheet for each project, up to five (5) maximum, giving a brief description of each project and the organization's participation.
 - Courthouse programming, design and remodeling experience similar to the Milwaukee County project
 - Use of modern sustainability standards to guide project design including sustainable design, green buildings, or related work
- E. Project Organization and Staff Experience:** Include an organizational structure of the project team, including the relationship of the sub-consultants to be used for this project. The name of the Principal In Charge of this project along with their Professional Registration Number (where applicable) in the State of Wisconsin must be clearly indicated in this section of the proposal, along with the name, occupation and title of the Project Manager who will be in charge of this project. Provide a resume' for each individual involved in the project, and include their name, title and/or duties for the project, professional registration, relevant certifications, a brief description of related Courthouse remodeling experience including time contribution in this capacity to past projects, and qualifications. Provide a description of your staff's experience with sustainable design or related work. Include names of project team that are LEED-AP (accredited professionals).
- F. Sub-Consultants:** Indicate the names and addresses of any sub-consultants and/or associates proposed to be used in this project. State the capacity they would be used and the approximate percentage of the total services they would provide. Also state their past experience in the field.
- G. Project Approach:** Provide a description of architectural and engineering problems you anticipate in this project and how you propose to overcome them. Discuss how you plan to staff the project to efficiently complete the work effort.
- H. Scheduling:** Will be based on contractor schedule. Base proposal on schedule provided in this RFP.
- I. Constant Effort:** Include a spreadsheet/matrix listing the names, classifications, hourly rates and hours to be spent by each required task to complete the project as described in this RFP.
- J. DBE Goals:** The Disadvantaged Business Enterprise (DBE) participation goal for this project/contract is 17%.



Section 1 – Proposal Overview (continued)

- K. Quality Control:** Submit a contract document quality control plan. Quality control is to be performed by individuals not assigned to the project on an ongoing basis.
- L. Fee Proposal:** The fee for this project shall be clearly stated as a *lump sum*, not-to-exceed fee for these services. A dollar amount for reimbursable items as described in the proposal should also be clearly stated.
- M. Sustainability** As part of your proposal, provide examples of which elements of LEED you would consider applicable and appropriate for this project. Limit this to items related to construction and exclude operational plans. Describe how these analyses will affect the project schedule.

RFP Proposal Submission

Please submit six bound copies your proposal plus one email or digital copy, by no later than 2:00 PM June 3, 2015 to:

Milwaukee County Department of Administrative Services
Facilities Maintenance Division
Architecture and Engineering Division – AE&ES
633 West Wisconsin Avenue – Suite 1002
Milwaukee, WI 53203

Attention: William J. Banach

William.Banach@milwaukeecountywi.gov
(414) 278 - 4854

Proposal Evaluation

- See Section 3 of the attached Milwaukee County Proposal Preparation, Submission and Evaluation Guidelines for the evaluation criteria.
- Proposers must recognize this is not a bid procedure, and a Professional Services Agreement will not be awarded solely on the basis of the low fee proposal.
- Milwaukee County reserves the right to accept or reject any and all proposals, issue addenda, request clarification, waive technicalities, alter the nature and/or scope of the proposed project, request additional submittals, and/or discontinue this process.



Section 1 – Proposal Overview (continued)

Project Scope

- The goal of the requested study is to establish the highest and best use for Milwaukee County's Historic 1932 Courthouse. Expertise in Courts Planning (courts and courts administration) is a requirement of the firms responding to this RFP.
- Projections for space need should consider a 10 year planning horizon for the Courts, county demographics and current and projected space utilization.
- The selected firm(s) must be familiar with current court space and design standards and court security requirements.

Programming Court Related Functions

This successful firm shall perform the following:

1. Confirm programming areas to be included in the program statement with Milwaukee County DAS, the Courts and Court Related Administrative Departments.
2. Interview selected Department and Business Unit representatives.
3. Review all existing relevant documentation and reports in County files
4. Develop a program of requirements that follows:
 - AIA Document B202 – Standard Form of Architects Services: Programming
5. For purposes of gauging the size of the requirement, use Attachment B – Phase 1 Programming Court Related Functions.

Refer to Attachment B for Phase 1 – Square footage and FTE information for departments to be Programmed.

ATTACHMENT B - Phase 1 – Programming Court Related Functions



Section 1 – Proposal Overview (continued)

Courthouse Conceptual Design Services

This successful firm shall perform the following:

1. Using Court (court and court administration) programming data, develop a framework for evaluating alternative uses for the Courthouse.
2. Review existing Courthouse buildings and previous studies.
3. Review and assess the impact of modern courthouse security, space and design standards on potential re-use.
4. Engineering Analysis: Review and assess HVAC, mechanical, electrical, plumbing and life safety system needs on potential space re-use, to accommodate design concepts.
5. Evaluate Americans with Disabilities compliance
6. Prepare Conceptual Fit-Plan Alternatives
 - Bubble Diagrams – Develop bubble diagrams of each department and business unit utilizing information acquired through the interview and survey process.
 - Proximity and Stacking Plans – Develop space study plans utilizing the existing building footprint to illustrate desired proximities both horizontally and vertically; visibility; privacy; security; horizontal/vertical circulation and access points.
7. Develop a Conceptual Design of the highest and best use alternative.
8. Prepare Fit Plan Documents Sufficient to Accommodate Preliminary Cost Estimates
 - Engineering planning documents for upgraded/new HVAC, mechanical, electrical, plumbing and life safety systems
 - Floor Plans
 - Elevations and Sections as required to explain alternatives
9. Assess impact on all existing/new public and private utilities, if any.
10. Prepare a preliminary cost estimate (on a square foot basis) for construction, including:
 - Include labor at Prevailing Wage Rates
 - Furniture, phone, data & equipment allowance
 - Moving/relocation expense allowance
 - Security equipment allowance
 - Permits, fees etc. allowance.



Section 1 – Proposal Overview (continued)

11. Prepare preliminary cost estimates for:
 - Movement of prisoners to/from temporary location, including all ancillary costs necessary when transit, waiting times and court procedures are lengthy. Movement of Sheriffs staff to/from temporary location for prisoner supervision at all times; i.e. in transit, when waiting for court.
 - Movement of all other courts staff to/from temporary location.
 - Courts/Sheriff staff level increases/decreases based on design of the Courthouse.
12. Allow for (3) separate presentations to internal and external stakeholders.
13. Documentation format to include:
 - Executive summary of the process
 - Summary of each space need
 - Surveys
 - Documentation of interviews
 - Bubble diagrams.
 - Proximity and Stacking Plans
 - Conceptual fit-plans - floor plans
 - Cost estimate spreadsheet

Refer to Attachment C for Courthouse Area Calculations.

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Section 2 – General Requirements

Pre-Proposal Conference

A Pre-Proposal Conference will be held on Monday, May 18, 2015 at 1:30 PM in the Courthouse Conference Room #609 at 901 North 9th Street, Milwaukee, WI. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Proposers are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Proposer's understanding of the RFP requirements.

A copy of the minutes of the Pre-Proposal Conference will be made available to potential Proposers on the County's website. Vendors who do not attend the Pre-Proposal Conference will be responsible for referring to the website, which can be accessed using the link on the cover page of this RFP, for answers to questions and meeting minutes.

In addition, as promptly as is feasible, subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be on Milwaukee County's website, which can be accessed using the link below:

<http://county.milwaukee.gov/ConstructionBidsandR23075/RFP-County-Courthouse-Planning-.htm>

In order to ensure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by May 14, 2015, all potential Proposers planning to attend return the Pre-Proposal Conference Response Form or call the Contract Manager, Bill Banach (414-278-4854), with such notice. The Pre-Proposal Conference Response Form is included as an attachment. If there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. The Department will make reasonable efforts to provide such special accommodation.

Questions

The Contract Manager, prior to the Pre-Proposal Conference, will accept written questions from prospective Proposers. If possible and appropriate, such questions will be answered at the Pre-Proposal Conference. Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Contract Manager (William.Banach@milwaukeecountywi.gov). Questions, both oral and written, will also be accepted from prospective Proposers attending the Pre-Proposal Conference.

If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference by the Contract Manager until May 14th. Questions received after May 14th will be answered based on the availability of time to research and communicate an answer and to determine whether an answer can be given before the proposal due date.

Answers to all substantive questions that have not previously been answered and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.



Proposals Due (Closing) Date

An unbound original and six (6) bound copies of the proposal must be received by the Contract Manager, at the address listed, no later than June 3, 2015, 2:00 p.m. (local time) in order to be considered. It is the responsibility of the vendor to ensure receipt of proposal to the Contract Manager by the due date and time. Proposals received after due date and time will be returned unopened.

Requests for extension of this date or time will not be granted. Proposers mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Contract Manager. Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 180 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Contract Manager's request only with the Proposer's written agreement.

Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Proposers who were sent this RFP or otherwise are known by the Contract Manager to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those Proposers who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Proposer's proposal in the transmittal letter accompanying the proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Proposer from complying with all terms of any such amendment.

Cancellations; Discussions

DAS reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Proposers in any manner necessary to serve the best interests of the County. DAS also reserves the right, at its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

Incurred Expenses

The County will not be responsible for any costs incurred by a Proposer in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this RFP.

Multiple or Alternate Proposals

Multiple and alternate proposals will not be accepted.



Milwaukee County Code of Ethics

Selected Consultant shall follow Milwaukee County Code of Ethics as follows: No person(s) with a personal financial interest in the approval or denial of a Contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any County official who has approval authority over that Contract during its consideration. Contract consideration shall begin when a Contract is submitted directly to a County department or to an agency until the Contract has reached final disposition, including adoption, County Executive action, proceeding on veto (if necessary) or departmental approval.

Equal Opportunity Employer

The successful consultant must be an Equal Opportunity Employer.

Proposal Documents

The proposal shall conform to all attached documents. All proposals should use this RFP and its attachments as the sole basis for the proposal. The issuance of a written addendum is the only official method through which interpretation, clarification or additional information will be given.

Certification

With the signing and submission of a statement or proposal the submitting consultant certifies that the standard terms and conditions of the Agreement for Professional Services (that will be used to contract with the selected consultant) has been read and understood and that the submitting consultant is ready, willing and able to sign the agreement when requested without making any substantive changes.

Disadvantaged Business Enterprises

The successful Proposal shall comply with CRF 49 Part 23 and 26 and Chapter 42 of the Milwaukee County Code of General Ordinances (ordinance can be found at www.municode.com), which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE) firms on all Milwaukee County funded contracts with a DBE goal. The DBE participation goal for this contract is 17%. In accordance with this Milwaukee County policy, the Proposal shall ensure the DBEs have an opportunity to participate in this contract. Proposer shall refer to the DBE information and forms contained in Attachment D. Information on DBE requirements may also be obtained by contacting the Office of Community Business Development Partners at (414) 278-5248.

Proposer Responsibilities

The selected Proposer(s) shall be responsible for all products and services required by this RFP :-Subcontractors must be identified and a complete description- of-their role relative to the proposals must be included in the Proposer's proposals.

Mandatory Contractual Terms

By submitting an offer in response to this RFP, a Proposer, if selected for award, shall be deemed to have accepted the terms of this RFP. Any exceptions to this RFP must be clearly identified in the Executive Summary of the proposal. A proposal that takes exception to these terms may be rejected.

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SECTION 3- EVALUATION CRITERIA AND SELECTION PROCEDURE

3.1 Evaluation Criteria

Evaluation of the proposals will be performed by a committee organized for that purpose. Evaluations will be based on the criteria set forth below. The Contract resulting from this RFP will be awarded to the Proposer that is most advantageous to the County, considering the evaluation factors set forth herein.

3.2 Criteria

The criteria to be applied to a proposal are listed below:

- Response to RFP Requirements.
- Proposer response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements to include an explanation of how the work will be done.
- Proposer Experience and Capabilities – Firm and key personnel
- Specific courthouse remodeling and programming experience
- DBE goals
- Price
- References

3.3 Selection Procedures

3.3.1 Selection Process Sequence

- Proposals will be reviewed by a selection committee who will recommend a list of three firms, considered to be the most qualified to provide the required services, to be interviewed by the committee, if necessary.
- Upon completion of the interviews, the selection committee will recommend the firm ranked as most qualified to the Contract Manager.
- The Contract Manager shall then attempt to contract for requested services with the recommended firm.
- If a satisfactory contract cannot be achieved, the Contract Manager will enter into negotiations with the selection committee's second choice.
- The County also reserves the right to reject any and all proposals or call for additional submittals.
- The process may be modified or canceled at any time prior to a contract being awarded.

ATTACHMENTS

ATTACHMENT A - Pre-Proposal Conference Response Form. It is requested that this form be completed and submitted as described in AFP Section 1.5 by potential Proposers who plan on attending the conference.

ATTACHMENT B - Phase 1 – Programming Court Related Functions

ATTACHMENT C – Conceptual Design Services – Courthouse Area Calculations

ATTACHMENT D – First Judicial District Organization

ATTACHMENT E - Countywide Space Allocation and Analysis_Sept 2009

ATTACHMENT F - Building Maps Drawings_Sept 2009

ATTACHMENT G - Milwaukee County Courthouse Space Needs Study_Oct 2002

DEPARTMENT OF ADMINISTRATIVE SERVICES

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ATTACHMENT A- PRE-PROPOSAL RESPONSE FORM

A Pre-Proposal Conference will be held on Monday, May 18, 2015 at 1:30 PM in the Courthouse – Chief Judge’s Conference Room #609 at 901 North 9th Street, Milwaukee, WI. Please return this form by May 14, 2015 advising whether or not you plan to attend.

For directions to the meeting site, you may contact William Banach.

Attention: William J. Banach

William.Banach@milwaukeecountywi.gov
(414) 278 - 4854

Return or fax this form to the Contract Manager:

Milwaukee County Department of Administrative Services
Facilities Maintenance Division
Architecture and Engineering Division – AE&ES
633 West Wisconsin Avenue – Suite 1002
Milwaukee, WI 53203

FAX: (414) 223-1366

Please indicate:

Yes, the following representatives will be in attendance:

- 1.
- 2.

No, we will not be in attendance.

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ATTACHMENT B - Phase 1 – Programming Court Related Functions

The following table outlines an estimate of space and FTE requirements for the Court functions. This data was assembled from numerous sources including previous studies which are out-of-date. This data is being provided to give an order of magnitude to the assignment.

COURTHOUSE					
Dept.	Net Usable	Suite Gross SF	Building Gross SF	FTE	Storage
Clerk of Courts - Register in Probate	8,425	1,011	20,158	19	5,076
Clerk of Courts - Admin	4,270	7,019	5,560	15	348
Clerk of Courts - Jury Mgmt	5,577	5,857	7,862	6.5	0
Clerk of Courts - Civil	11,007	11,997	150,540	44	7,361
Total	29,279	25,884	184,120	84.5	12,785
SAFETY BUILDING					
Dept.	Net Usable	Suite Gross SF	Building Gross SF	FTE	Storage
Clerk of Court - Criminal Division	0	60,075	204,476	65	0
Sheriff	27,235	63,329	99,787	132	4,438
District Attorney	33,829	41,213	88,866	210	0
Private Tenants	11,017	5,690	N/A	N/A	0
Total	72,081	170,307	393,129	407	4,438
Vel Phillips Justice Center					
Dept.	Net Usable	Suite Gross SF	Building Gross SF	FTE	Storage
Clerk of Courts	5,085	10,948	75,518	5	926
District Attorney	9,438	17,837	26,227	19	547
DHHS Delinq Services	15,676	23,462	101,981	47.5	0
Private Tennant	5,730	5,730	0	7	574
Total	35,929	57,977	203,726	78.5	2,047
TOTALS					
Dept.	Net Usable	Suite Gross SF	Building Gross SF	FTE	Storage
All	137,289	254,168	780,975	570	19,270

Source data will be provided from the following reports on the RFP website:

<http://county.milwaukee.gov/ConstructionBidsandR23075/RFP-County-Courthouse-Planning-.htm>

- Countywide Space Allocation Analysis (Partial data set); Continuum Architects- September 2009
 - Executive Summary and Building Area Summary
 - Courthouse – Summary (Word) and Building by Departments (Excel)
 - Safety Building – Summary (Word) and Building by Departments (Excel)
 - Vel Phillips Juvenile Justice Center – Summary (Word) and Building by Departments (Excel)
- Milwaukee County Courthouse – Space Needs Study, Plunkett Raysich Architects – September 2002

COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY



ATTACHMENT C – Conceptual Design Services – Courthouse Area Calculations

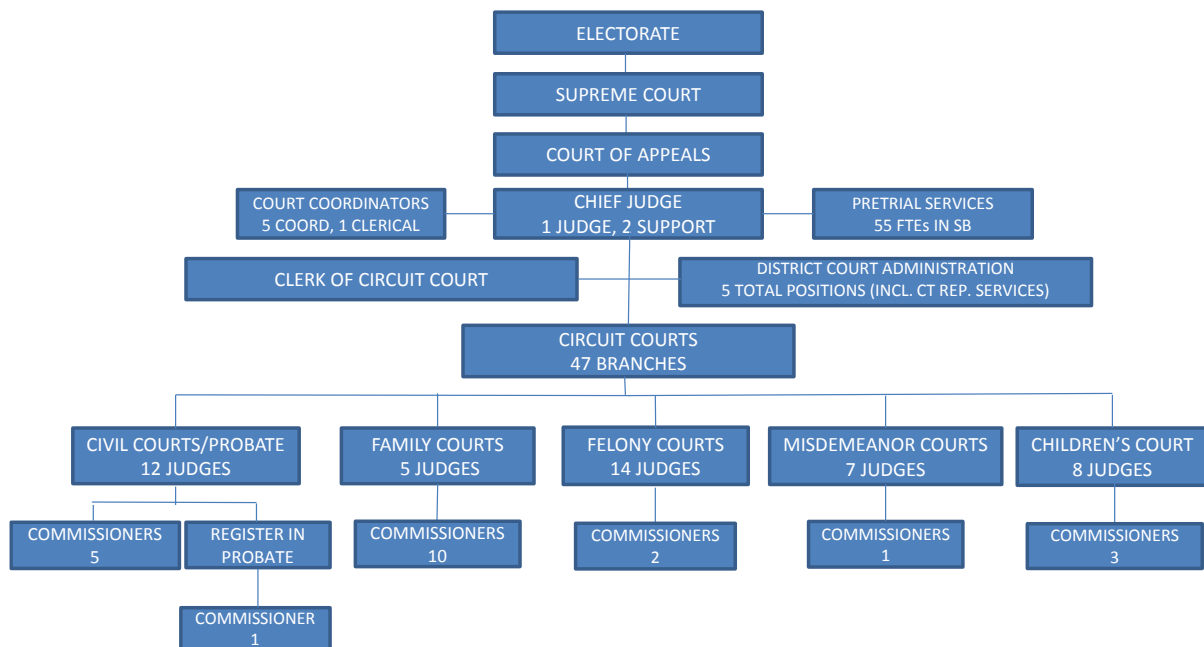
Courthouse Area Calculations			
	Exterior Footprint (sf)	Enclosed Exterior / Unexcavated Space (sf)	Gross Building Area (sf) (Construction Area)
Basement	105,612	29,374	76,238
Ground Floor	87,377	-	87,377
First Floor	86,783	10,410	76,373
First Floor Mezzanine	41,309	5,661	35,648
Second Floor	88,220	16,087	72,133
Third Floor	88,220	16,087	72,133
Fourth Floor	81,683	16,270	65,413
Fourth Floor Mezzanine	11,679	-	11,679
Fifth Floor	80,772	16,270	64,501
Fifth Floor Mezzanine	11,057	-	11,057
Sixth Floor	65,491	11,114	54,377
Sixth Floor Mezzanine	3,642	-	3,642
Seventh Floor	34,384	5,790	28,594
Seventh Floor Mezzanine	6,948	-	6,948
Eighth Floor	21,212	-	21,212
Eighth Floor Mezzanine	16,019	-	16,019
Total:	830,410	127,063	703,347

COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY



ATTACHMENT D – First Judicial District Organization

FIRST JUDICIAL DISTRICT



CO-LOCATED AGENCIES/OPERATIONS



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY



DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION SPECIFICATIONS (Milwaukee County Funded & Let Projects)

1. The award of this contract is conditioned upon the Good Faith Efforts (GFE) put forth by the bidder/proposer in achieving this contract's assigned Disadvantaged Business Enterprise (DBE*) goal. The bidder/proposer shall operate in good faith to ensure that DBEs have opportunities to participate on this contract.
2. **DBE Goal:** This contract's DBE participation goal is 17%. For purposes of responsiveness, this participation goal shall be met based upon the dollar value of the base bid, initial offer or initial scope of work. As it may be in the best interest of Milwaukee County to accept the inclusion of alternates, or a best-final offer, approval of DBE participation shall be based upon total contract award. Likewise, if the successful contractor/consultant receives additional work on the contract, e.g., change orders, addendums, use of allowances, etc., DBE participation shall be based upon the revised contract total. **Contractors/Consultants, who are also DBE firms, must perform** at least thirty (30) percent of the contract with their own work force.

PRIOR TO BID/PROPOSAL OPENING

3. As a matter of responsiveness, the contractor/consultant shall submit with its original bid/proposal, the completed **Subcontractor/Subconsultant/Supplier Information Sheet (DBE-02)** and the signed and notarized **Commitment to Contract with DBE (DBE-14)** form(s) detailing the participation plan being proposed to meet or exceed this contract's participation goal. In the event the contractor/consultant is not successful in meeting the DBE goal, a complete **Certificate of Good Faith Efforts (DBE-01)** form and all relevant documentation shall be submitted with the bid/proposal in addition to the aforementioned forms. CBDP reserves the right to reject a bid/proposal, as non-responsive, if the required documentation is not submitted with the original bid/proposal.
4. Milwaukee County's Community Business Development Partners Department (CBDP) determines the sufficiency of the intended contract awardee's good faith efforts undertaken to achieve the assigned DBE participation goal. These efforts are proven by doing either of the following:
 - a. Evidencing that it has met the DBE participation goal by submitting with its bid/proposal a signed and notarized **Commitment to Contract with DBE (DBE-14)** form for each DBE documenting sufficient participation; or
 - b. Documenting the good faith efforts made to meet the DBE participation goal, even though it did not succeed in achieving the goal. In this case, the contractor/consultant shall submit the **Certificate of Good Faith Efforts (DBE-01)** and all relevant documentation, which will include a signed and notarized **Commitment to Contract**

* The term "DBE" means small business concerns known as Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by a State of Wisconsin UCP partner in compliance with MCCGO 42.02(1)(f).

COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY



with DBE (DBE-14) form for each DBE documenting the participation achieved toward satisfying the goal, with its bid/proposal. CBDP is prohibited from ignoring *bona fide* good faith efforts when making determinations on requests for modification of the contract goal, in whole or part. Determinations are made on a contract-by-contract basis.

5. The efforts employed by the contractor/consultant should be those that one could reasonably expect to be taken if the contractor/consultant were actively and aggressively trying to obtain DBE participation sufficient to meet the goal. Mere pro forma efforts are not good faith efforts.
6. In the event CBDP determines that the contractor/consultant has failed to meet the GFE requirements, the contractor/consultant is entitled to appeal this determination.
7. Listing a DBE on the **Commitment to Contract with DBE (DBE-14)** form shall constitute a written representation and commitment that the contractor/consultant has communicated and negotiated directly with the DBE firm(s) listed and secured actual pricing from the DBE firm. If awarded the contract, the contractor/consultant shall enter into contract agreement, directly or through subcontractors, with each DBE firm listed on the **Commitment to Contract with DBE (DBE-14)** form(s) for the work and price set forth thereon. The agreement(s) must be submitted to CBDP within seven (7) days from receipt of the "Notice-to-Proceed" or execution of the purchase order.
8. The DBE participation credited towards the contract goal for both DBE and non-DBE prime contractors is calculated on the following criteria:
 - a. Prime Contractor shall count towards the DBE requirement and be credited one hundred percent (100%) of expenditures to DBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm. CBDP is responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
 - b. Prime Contractor shall be credited with one hundred (100%) percent for the work performed by the DBE subcontractor with its own forces. If a DBE further subcontracts a portion of its work to another firm, the value of the subcontracted work will not be counted towards the DBE goals unless the work is performed by another DBE firm. The Prime Contractor will be given credit for the cost of material and supplies obtained by the DBE and installed by the DBE for work on the contract. The Prime Contractor will also be given credit for the cost of equipment leased by a DBE subcontractor provided the equipment is not leased from the prime contractor or its affiliates.
 - c. Prime Contractor shall be credited with one hundred percent (100%) of the expenditures to DBE manufacturers. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises goods from raw materials or substantially alters the materials or supplies obtained by the contractor.
 - d. Prime Contractor shall be credited with sixty (60%) of the expenditures for materials or supplies purchased from a certified DBE regular dealer.

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A Regular Dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies are kept in stock, and regularly sold to the public in the usual course of business. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

Brokers, packagers and manufacturers' representatives or other persons who arrange or expedite transactions are not regarded as regular dealers.

- e. Prime Contractor shall be credited one hundred percent (100%) for the fees or commissions charged for assistance in the procurement of material and supplies. A prime contractor shall also be credited with one hundred (100%) percent for fees or transportation charges for the delivery of material or supplies by a DBE to a job site provided that the County determines that the fee is reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the material and supplies will not be credited towards its DBE goals.
 - f. Prime Contractor shall be credited with one hundred percent (100%) of transportation expenditures with DBE trucking firms provided the DBE firm is responsible for the management and supervision of the entire trucking operation for which it has contracted. The DBE must also use trucks it owns, insures, and operates using drivers it employs. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator; however, the DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE. (Concrete ready mix operations will not receive credit for leased concrete delivery trucks from non-DBE firms).
 - g. Contractor/Consultant is required to notify the County Contract Administrator and CBDP if any DBE contractor(s) working on this contract will sublet any portion of their work on this project. Work will be credited based on actual participation by DBE firms.
9. Contractors/Consultants should note that for the purpose of determining compliance with the DBE requirements of this contract, only DBEs certified by the State of Wisconsin Unified Certification Program (UCP) prior to the bid/proposal submission deadline count towards the satisfaction of the goal. If a bidder/proposer wishes to utilize a DBE certified in another state for credit on this contract, the bidder/proposer shall include a copy of DBE certification from the home state along with its good faith efforts documentation upon submission of bid/proposal as a matter of responsiveness. Additionally, any such named DBE must apply for certification with the Wisconsin UCP prior to bid opening or proposal due date. For assistance related to certified DBE firms, contact the Certification and Compliance Administrator at (414) 278-4747.
10. When evaluating a contractor/consultant's proposed DBE commitment, Milwaukee County reserves the right to request supporting documentation from both the contractor/consultant and any listed DBE. If the information requested is not submitted by the

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contractor/consultant within the time specified for such submission, Milwaukee County may determine the contractor/consultant to be non-responsive and thereby remove them from further consideration for contract award.

FOLLOWING CONTRACT AWARD

11. When evaluating the performance of this contract after execution, Milwaukee County reserves the right to conduct compliance reviews and request, both from the contractor/consultant and any subcontractors/ subconsultants or material suppliers, documentation necessary to verify actual level of DBE participation. If the contractor/consultant is not in compliance with these specifications, CBDP will notify the contractor/consultant in writing of the corrective action that will bring the contractor/consultant into compliance. If the contractor/consultant fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
 - a. Terminate or cancel the contract, in whole or in part;
 - b. Remove the contractor/consultant from the list of qualified contractors/consultants and refuse to accept future bids/proposals for a period not to exceed three (3) years;
 - c. Impose other appropriate sanctions, including withholding contract payments due which are sufficient to cover the unmet portion of the DBE contract commitment, where the failure to meet the DBE contract commitment is the result of a finding by CBDP of less than adequate good faith efforts on the part of the contractor/consultant; and/or
 - d. If the contractor/consultant has completed its contract, and the DBE contract commitment was not met due to an absence of good faith on the part of the contractor/consultant as determined by CBDP, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE contract commitment. The County may in such case retain any unpaid contract amounts otherwise due the contractor/consultant, up to the amount of the unmet DBE contract commitment. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of the unmet commitment, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
12. Contractor/Consultant shall be credited for expenditures to DBE firms toward the requirements, if the entire identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed DBE firm. CBDP is responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
13. After the execution of the contract, contractor/consultant must submit copies of executed **Subcontract Agreement(s)** for each DBE firm listed on the contract. Attach agreements to the first payment application. **APPLICATIONS FOR PAYMENT WILL NOT BE PROCESSED IF AGREEMENTS ARE NOT SUBMITTED AS REQUESTED.** In addition, **contractor/consultant shall document** that each DBE is notified at least three (3) working days before start of their subcontract work.

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14. Contractor/Consultant is required to notify the County Contract Administrator and CBDP if any DBE contractor(s) working on this contract will sublet any portion of their work on this project. Work will be credited based on actual participation by DBE firms.
15. Contractor/Consultant must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, if the contractor/consultant has a problem in meeting the goal, or any other problem relative to these requirements, the contractor/consultant shall immediately contact CBDP at (414) 278-4747. The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CBDP, specifying the reason for the request, including the performance log. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CBDP. Approval must be obtained from CBDP prior to making any substitutions. DBE contractors are also required to notify and obtain approval from CBDP prior to subletting work on this project.
16. **Requests For Payment:** A **DBE Utilization Report (DBE-16)** form shall be submitted with each payment request by the contractor/consultant after contract award. This report must cover the period from the start of the project to the end of each period covered by the request for payment being submitted. This report must be submitted even if no DBE activity took place during the period being reported. Contractor/Consultant must indicate on the AIA Document **G703 - Continuation Sheet**, or similar, work being performed by DBEs by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. Contractor/Consultant shall notify DBEs of the date on which they must submit their invoices for payment. Failure to submit required forms with requests for payment will result in denial of payment, or other sanctions deemed appropriate by Milwaukee County, including those listed in Section 11, above.
17. **Final Payment Verification.** Contractor/Consultant shall submit a **Contract Close-Out DBE Payment Certification (DBE-18)** form completed by the contractor/consultant and each DBE along with its final request for payment, in addition to a final **DBE Utilization Report (DBE-16)** covering the entire project. Milwaukee County will not process the final request for payment without inclusion of these required forms.
18. Milwaukee County has a revolving loan program for DBE firms. The program is administered by CBDP. Should the Prime Contractor utilize a DBE that is a participant in this revolving loan program, the contractor will cooperate fully and completely with the County to facilitate repayment of said loan. Said cooperation includes, but is not limited to, written information regarding balance of DBE subcontractor's contract, prior payment (two or three party) agreements, and the issuance of two-party checks payable in the name of Milwaukee County and the DBE indebted to the County under the revolving loan program.
19. Milwaukee County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of CBDP.

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COMMITMENT TO CONTRACT WITH DBE

(This form is to be completed by the bidder/proposer and the DBE named for submission with bid/proposal)

PROJECT No.: _____ PROJECT TITLE _____

TOTAL CONTRACT AMOUNT \$ _____

DBE Goal: _____

Name & Address of DBE(*)	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract

(* Separate commitment form must be completed for each DBE firm)

Bidder/Proposer Commitment (To be completed by firm committing work to DBE)

I certify that the DBE firm listed quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm _____ (Phone No. _____), or one of our subcontractors, will enter into contract with the DBE firm listed, for the service(s) and amount(s) specified when awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CBDP within seven (7) days from receipt of Notice-to-Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

Signature of Authorized Representative

Name & Title of Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 20 _____

State of _____, My Commission expires _____.

Signature of Notary Public

[SEAL]

* Only firms certified as DBEs (within qualifying NAICS codes) by the State of Wisconsin UCP **prior to bid/proposal opening** will be credited on this contract

DBE Affirmation (To be completed by DBE Owner/Authorized Representative)

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by _____.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein to be completed with my own forces, unless otherwise approved by CBDP.
- I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project.

Signature of Authorized DBE Representative

Name & Title of Authorized DBE Representative

Date

FOR CBDP USE ONLY

Commitment number _____ of _____ Project Total: (A) _____ (V) \$ _____ Total % _____

Verified with _____

Authorized Signature

Date

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CERTIFICATE OF GOOD FAITH EFFORTS

This document should detail what your firm has done to meet this project's participation goal. Guidance as to what 'good faith efforts' are and are not is found on pages 5 & 6 of this document.

Failure to use good faith efforts to meet the assigned participation goal will result in the rejection of your bid/proposal.

I, _____, do hereby acknowledge that I am
the
_____ of _____, who has been identified as
a bidder/proposer on the following Milwaukee County Project:

Project No.	Project Title	Total Contract Amount	DBE Percentage	
			Goal	Pledged

Provide a brief summary of why your firm is unable to meet the participation goal on this project.
(Attach additional pages if necessary)

I hereby certify that our firm has used good faith efforts to solicit, negotiate with, and utilize certified firms to meet the participation goal of this contract, as demonstrated by my responses to the following questions:

A. Identifying Contractible Work Items

You were encouraged to select portions of work to be contracted in a manner that will increase the likelihood of meeting the participation goal. In selecting work to be contracted, you considered, where appropriate, breaking down contracts into economically feasible units to facilitate small business participation.

1. Which portion(s) or section(s) of the project work was/were selected to be contracted to certified firms (or broken down into economically feasible units to facilitate participation)?

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B. Notifying Certified Firms of Contracting Opportunities

2. Did you contact Milwaukee County's Community Business Development Partners Department (CBDP) to assist in identifying certified firms for this project? **Contacting CBDP is essential in demonstrating good faith efforts to meet and/or exceed the participation goal assigned to this project.**

Yes _____ No _____

Contact was made by: _____ Telephone _____ Email _____ Other _____

Date contacted: _____ Person Contacted: _____

3. List the certified firms that received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone, or email (with deliver, read receipts and certified firm's response) solicitations. Include copies of the written notice(s) sent to certified firms. (Attach additional pages if necessary)

Certified Firm Contacted	Date of Written Notification	DBE (Yes/No)	Date of Follow-up Telephone Call/or Email

4. Identify publications in which announcements or notifications were placed and published, if any. Include a copy of each announcement or notification.

Published Announcement/Publication (please describe)	Date

5. Identify minority and/or women's associations or organizations that received written notifications, including dates of notifications. Provide person's name contacted during, and the date of, the follow-up call. If no follow-up calls were made, explain why not. Include copies of notice(s) sent.

Association/Organization	Date of Notification	Contact Person	Date of Follow-Up Call

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C. Providing Certified Firms with Assistance

6. Explain any efforts to provide certified firms with timely, accurate and complete information about the project, scope(s) of work and/or requirements of the project.

7. Describe any other efforts to provide special assistance to certified firms interested in participating in the project.

D. Soliciting Proposal/Quotes from Interested Certified Firms

You must solicit quotes in good faith from certified firms. Quotes, proposals and/or bids, from certified firms shall not be rejected without sound justification.

8. List certified firm(s) that submitted quote(s) for the project, and **include copies of all quotes received**. If any quotes from certified firms were rejected provide an explanation as to why. (Attach additional pages if necessary)

Name, Phone & Address of Contact Person at Certified Firm	Work Quoted / Explanation for Rejecting Quote

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9. Please include all other comments you want Milwaukee County to consider. (Attach additional pages if necessary)

NOTE: The information requested above is the minimum information required.

AFFIDAVIT OF CERTIFICATION

The undersigned, being duly sworn, deposes that he/she has examined and carefully prepared this Certificate of Good Faith Efforts and has verified that the information given in this certificate is true and correct to the best of his/her knowledge and belief.

Signed:

Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20 ____.

Notary Public

My commission expires _____, 20 ____.



FIRM: _____ Project No: _____

SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER INFORMATION SHEET

Milwaukee County requires the following collection of information on all subcontractors, sub-consultants and/or suppliers submitting quotes on Milwaukee County projects. This information is to be submitted with bid/proposal.

PROVIDE THE FOLLOWING INFORMATION ON EACH BID/QUOTE

(✓)*	Name	DBE Yes/No	Address	Date Firm Established	Annual Gross Receipts (**)	Work or Service to be Performed

(*) Check if this firm's quote has been used in your bid/proposal.

(**) Annual Gross Receipts:

A: Less than \$250,000

D: \$1 million to \$5 million

B: \$250,000 to \$500,000

E: \$5 million to \$15 million

C: \$500,000 to 1 million

F: More than \$15 million

Note: Information gathered on the background and financial status of firms is protected from disclosure by Federal Regulation.